REMIT Service Agreement

between

SEFE Storage GmbH
Karthäuser Str. 4
34117 Kassel

(hereinafter referred to as „**SEFE Storage**")

and

Storage Customer
Address

(hereinafter refered to as „*Storage Customer*")

(referred to individually as a "**Party**" and collectively as the "**Parties**")

Content

Recital

With the implementation of the Implementing Regulation (EU) No 1348/2014 (IR 1348/2014) "**Implementing Regulation**" on data reporting, based on Article 8 (2) and Article 8 (6) of Regulation (EU) No 1227/2011 on wholesale energy market integrity and transparency "**REMIT**", in connection with Article 9 (9) of the Implementing Regulation requires market participants, in accordance with the definition of Article 2 (7) **REMIT**, or System Storage Operators "**SSO**" on their behalf to report the amount of gas the **Market Participant** has stored at the end of the gas day to Agency for Cooperation of Energy Regulators "**ACER**" and, at their request, to the national regulatory authorities (Art. 12 (2) IR 1348/2014).

REMIT requires that **SSO**s must use a registered reporting mechanism "**RRM**" to deliver reporting data to **ACER**.

This **REMIT** Service Agreement covers the report of above mentioned **REMIT** data by **SEFE Storage** on behalf of *Storage Customer* in order for *Storage Customer* to comply with the requirements of **REMIT** and its **Implementing Regulation** within the limits described in § 1.

Highlighted terms in this **REMIT** Service Agreement shall bear the meaning defined in **SEFE Storage´s** *General Terms and Conditions for Storage Access* if not otherwise defined in this Amendment.

§ 1   Scope of Service

The **REMIT** reporting Service "**Service**" includes *SEFE Storage´s* obligation towards *Storage Customer* to report the *Working Gas Volume Storage Customer* has stored over all his *Storage Service Agreement*s per *Storage Location* at the end of the *Storage Day* to **ACER** and, at their request, to the national regulatory authorities. The report shall be made available according to the communication standards and within the time limits laid down in the **Implementation Regulation**.

Storage Customer receives a copy of the reporting message sent by **SEFE Storage** to **RRM** via the communication paths and formats as defined under Article 3 of the *Operating Agreement*.

SEFE Storage shall only offer the **Service** for *Storage Customer* for *Storage Service Agreement*s concluded with **SEFE Storage** at **SEFE Storage** *Storage Location*s.

§ 2   Start of Contract, Contract Duration and Termination

This agreement enters into force at the point of time it has been signed by both **Parties** and has a duration of 1 **Storage Year**.

In case *Storage Customer´*s *Storage Contracts* have a duration > 1 *Storage Year* the **Service** duration is extended by another *Storage Year* as long as the **Storage Customer** does not hold any further **Storage Contracts** with **SEFE Storage**.

In order to make the necessary IT arrangements to initiate and provide the **Service** according to § 1, **SEFE Storage** needs a lead time of 10 working days after receipt of notification from *Storage Customer* to **SEFE Storage** according to § 4.

During the runtime of this Agreement, the Agreement may be terminated by each **Party** three months prior to the end of the **Storage Year**.

§ 3   Service Fee

Not dependent on the duration of *Storage Customer´*s **Storage Contracts**, **Storage Customer** pays a fee "**Service Fee**" of 1000 € per *Storage Year* to **SEFE Storage**. The **Service Fee** covers the **Service** for all *Storage Contracts*, *Storage Customer* has concluded with **SEFE Storage** at **SEFE Storage** *Storage Locations*. The **Service Fee** is due and payable by *Storage Customer* to **SEFE Storage** by the end of the *Storage Year* in which **SEFE Storage** has provided the **Service** to *Storage Customer*. The *Storage Customer* shall pay the invoiced amount in the *Month following the Storage Year* to which the invoice refers according to Article 33 (2) – (6) and Article 34 of the *General Terms and Conditions for Storage Access* are applicable.

In case *Storage Customer* terminates this agreement within a *Storage Year* and /or loses his **Market Participant** status according to §4 no time share dependent repayment of the **Service Fee** is applicable.

§ 4   Market Participant Status

The *Storage Customer* confirms to be a registered Market Participant "**Market Participant**" according to Article 2 (7) and Article 9 of **REMIT** and is in possession of a valid **ACER** Code.

In order to offer the **Service** starting 07.04.2016, *Storage Customer* is obliged to send his **ACER** Code at the latest 15.03.2016 to the following e-mail address:

sales@sefe-storage.de

In case *Storage Customer* should lose his **Market Participant** status during the *Storage Period* of one or more *Storage Service Agreement(s)*, making it impossible for **SEFE Storage** to comply with their reporting obligations laid down under § 1, *Storage Customer* shall notify **SEFE Storage** immediately and **SEFE Storage** shall be released from all reporting obligations on behalf of *Storage Customer* as of this point of time.

§ 5   **Obligation to cooperate**

Storage Customer shall without undue delay provide **SEFE Storage** with all information (including but not limited to the **ACER** Code) necessary to carry out the **Service** in a complete and timely manner according to **REMIT**, the **Implementing Regulation** and the latest procedures, standards and electronic formats published by **ACER**.

In case *Storage Customer* receives information concerning a reporting error *Storage Customer* is obliged to inform **SEFE Storage** without undue delay about this fact.

§ 6   **Data quality and reporting**

SEFE Storage may rely on the data retrieved from its electronic processing system or provided by *Storage Customer* without any investigation to provide its **Service**. **SEFE Storage** shall not be held liable for damages caused by unavailability of its internal **REMIT** reporting system. As **SEFE Storage** is using a **RRM** for data reporting to **ACER**, **SEFE Storage** cannot be held responsible for any reporting errors towards **ACER** or held liable for any proven damages which may result from incorrect, inaccurate or delayed reporting caused by **RRM** or caused by unavailability of its internal IT-System.

Kassel, Date   **Place, Date**

SEFE Storage GmbH   **[Storage Customer]**

_____   _____
Name   **Name**   **Name**